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27 ULTA SALON, COSMETICS & FRAGRANCE,
28 INC.

18 UNITED STATES DISTRICT COURT

19 EASTERN DISTRICT OF CALIFORNIA

20 SARAH FRAZIER, an individual,

21 No. 2:20-cv-01608-TLN-DB

22 Plaintiff,

23 v.

24 **AMENDED STIPULATED PROTECTIVE**
25 **ORDER**

26 ULTA SALON, COSMETICS &
27 FRAGRANCE, INC., a Delaware
28 corporation and DOES 1-10, inclusive,

Defendant.

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1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure and from use
4 for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties
5 hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to
7 discovery and that the protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable legal principles.
9 The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
10 Order does not entitle them to file confidential information under seal; Civil Local Rule 141 sets forth
11 the procedures that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

13. 2. DEFINITIONS

14. 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information
15 or items under this Order.

16. 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
18 Civil Procedure 26(c).

19. 2.3 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:
20 extremely sensitive “Confidential” Information or Items whose disclosure to another Party or non-
21 party would create a substantial risk of serious injury that could not be avoided by less restrictive
22 means.

23. 2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
24 as their support staff).

25. 2.5 Designating Party: a Party or Non-Party that designates information or items that it
26 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

1 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
2 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
3 transcripts, and tangible things), that are produced or generated in disclosures or responses to
4 discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
6 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant
7 in this action.

8 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel
9 does not include Outside Counsel of Record or any other outside counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
11 entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
13 but are retained to represent or advise a party to this action and have appeared in this action on behalf
14 of that party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.11 Party: any party to this action, including all of its officers, directors, employees,
16 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

17 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material
18 in this action.

19 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
20 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing,
21 or retrieving data in any form or medium) and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

24 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
25 Producing Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected Material (as
28 defined above), but also (1) any information copied or extracted from Protected Material; (2) all

1 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
2 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
3 However, the protections conferred by this Stipulation and Order do not cover the following
4 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
5 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
6 publication not involving a violation of this Order, including becoming part of the public record
7 through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure
8 or obtained by the Receiving Party after the disclosure from a source who obtained the information
9 lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected
10 Material at trial shall be governed by a separate agreement or order.

11 4. **DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations imposed by this
13 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
14 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
15 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
16 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time
17 limits for filing any motions or applications for extension of time pursuant to applicable law.

18 5. **DESIGNATING PROTECTED MATERIAL**

19 5.1 **Exercise of Restraint and Care in Designating Material for Protection.** Each Party or
20 Non-Party that designates information or items for protection under this Order must take care to limit
21 any such designation to specific material that qualifies under the appropriate standards. The
22 Designating Party must designate for protection only those parts of material, documents, items, or oral
23 or written communications that qualify – so that other portions of the material, documents, items, or
24 communications for which protection is not warranted are not swept unjustifiably within the ambit of
25 this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
27 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
28 encumber or retard the case development process or to impose unnecessary expenses and burdens on

1 other parties) expose the Designating Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it designated for protection
3 do not qualify for protection, that Designating Party must promptly notify all other Parties that it is
4 withdrawing the mistaken designation.

5 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see,
6 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
7 Discovery Material that qualifies for protection under this Order must be clearly so designated before
8 the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents, but
11 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
12 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
13 ONLY" to each page that contains protected material. If only a portion or portions of the material on
14 a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s)
15 (e.g., by making appropriate markings in the margins).

16 A Party or Non-Party that makes original documents or materials available for inspection need not
17 designate them for protection until after the inspecting Party has indicated which material it would
18 like copied and produced. During the inspection and before the designation, all of the material made
19 available for inspection shall be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
20 ATTORNEYS' EYES ONLY". After the inspecting Party has identified the documents it wants
21 copied and produced, the Producing Party must determine which documents, or portions thereof,
22 qualify for protection under this Order. Then, before producing the specified documents, the Producing
23 Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
24 ONLY" legend to each page that contains Protected Material. If only a portion or portions of the
25 material on a page qualifies for protection, the Producing Party also must clearly identify the protected
26 portion(s) (e.g., by making appropriate markings in the margins).

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(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY". If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of the designations it is challenging and describing the basis for the challenges. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no

1 change in designation is offered, to explain the basis for the chosen designation. A Challenging Party
2 may proceed to the next stage of the challenge process only if it has engaged in this meet and confer
3 process first or establishes that the Designating Party is unwilling to participate in the meet and confer
4 process in a timely manner.

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
6 intervention, the Designating Party shall file and serve a motion to retain confidentiality within 21
7 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
8 process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by
9 a competent declaration affirming that the movant has complied with the meet and confer requirements
10 imposed in the preceding paragraph. Failure by the Designating Party to make such a motion including
11 the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the
12 confidentiality designation for each challenged designation. In addition, the Challenging Party may
13 file a motion challenging a confidentiality designation at any time if there is good cause for doing so,
14 including a challenge to the designation of a deposition transcript or any portions thereof. Any motion
15 brought pursuant to this provision must be accompanied by a competent declaration affirming that the
16 movant has complied with the meet and confer requirements imposed by the preceding paragraph.
17 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
18 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
19 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
20 Designating Party has waived the confidentiality designation by failing to file a motion to retain
21 confidentiality as described above, all parties shall continue to afford the material in question the level
22 of protection to which it is entitled under the Producing Party's designation until the court rules on the
23 challenge.

24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
26 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
28 categories of persons and under the conditions described in this Order. When the litigation has been

1 terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure
4 manner that ensures that access is limited to the persons authorized under this Order.

5 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
6 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
10 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
11 Bound” that is attached hereto as Exhibit A;

12 (b) the officers, directors, and employees (including House Counsel) of the Receiving
13 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
16 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to
17 Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff, professional jury or trial consultants, mock jurors,
20 and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
21 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

22 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
23 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
24 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound
26 by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated
27 Protective Order.

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(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) House Counsel of a Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, and (2) who has signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(c) experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for this litigation and (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(d) the Court and its personnel as set forth in Paragraph 10 below and pursuant to Rule 2.551 of the California Rules of Court;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

(f) the author of the document or the original source of the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

111

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the

1 information requested; and

2 (3) make the information requested available for inspection by the Non-Party.

3 (c) If the Non-Party fails to object or seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may produce the
5 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
6 seeks a protective order, the Receiving Party shall not produce any information in its possession or
7 control that is subject to the confidentiality agreement with the Non-Party before a determination by
8 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
9 seeking protection in this court of its Protected Material.

10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
12 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
13 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
14 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
15 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
16 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be
17 Bound" that is attached hereto as Exhibit A.

18. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
19 MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
21 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties
22 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
23 modify whatever procedure may be established in an e-discovery order that provides for production
24 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
25 parties reach an agreement on the effect of disclosure of a communication or information covered by
26 the attorney-client privilege or work product protection, the parties may incorporate their agreement
27 in the stipulated protective order submitted to the court.

28 ///

12. **MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
no Party waives any right it otherwise would have to object to disclosing or producing any information
or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives
any right to object on any ground to use in evidence of any of the material covered by this Protective
Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a
court order secured after appropriate notice to all interested persons, a Party may not file in the public
record in this action any Protected Material. A Party that seeks to file under seal any Protected Material
must comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to
a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local
Rule 141, a sealing order will issue only upon a request establishing that the Protected Material at
issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a
Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 141 is
denied by the court, then the Receiving Party may file the information in the public record unless
otherwise instructed by the court.

13. **FINAL DISPOSITION**

Within 60 days after the final disposition of this action, as defined in paragraph 4, each
Receiving Party must return all Protected Material to the Producing Party or destroy such material. As
used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
summaries, and any other format reproducing or capturing any of the Protected Material. Whether the
Protected Material is returned or destroyed, the Receiving Party must submit a written certification to
the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day
deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
compilations, summaries or any other format reproducing or capturing any of the Protected Material.

1 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
2 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and
3 trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if
4 such materials contain Protected Material. Any such archival copies that contain or constitute
5 Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

6

7 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

8 DATED: 2/8/2021

9 /s/Robert J. King (as approved on 2/8/21)

10 Attorneys for Plaintiff

11 DATED: 2/8/2021

12 /s/Nathaniel H. Jenkins

13 Attorneys for Defendant

14

15 **ORDER**

16 Pursuant to the parties' stipulation, IT IS SO ORDERED.

17 IT IS FURTHER ORDERED THAT:

18 1. Requests to seal documents shall be made by motion before the same judge who will decide
19 the matter related to that request to seal.

20 2. The designation of documents (including transcripts of testimony) as confidential pursuant
21 to this order does not automatically entitle the parties to file such a document with the court under
22 seal. Parties are advised that any request to seal documents in this district is governed by Local Rule
23 141. In brief, Local Rule 141 provides that documents may only be sealed by a written order of the
24 court after a specific request to seal has been made. L.R. 141(a). However, a mere request to seal is
25 not enough under the local rules. In particular, Local Rule 141(b) requires that “[t]he ‘Request to Seal
26 Documents’ shall set forth the statutory or other authority for sealing, the requested duration, the
27 identity, by name or category, of persons to be permitted access to the document, and all relevant
28 information.” L.R. 141(b).

3. A request to seal material must normally meet the high threshold of showing that “compelling reasons” support secrecy; however, where the material is, at most, “tangentially related” to the merits of a case, the request to seal may be granted on a showing of “good cause.” Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1096-1102 (9th Cir. 2016); Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006).

4. Nothing in this order shall limit the testimony of parties or non-parties, or the use of certain documents, at any court hearing or trial – such determinations will only be made by the court at the hearing or trial, or upon an appropriate motion.

5. With respect to motions regarding any disputes concerning this protective order which the parties cannot informally resolve, the parties shall follow the procedures outlined in Local Rule 251. Absent a showing of good cause, the court will not hear discovery disputes on an ex parte basis or on shortened time.

6. The parties may not modify the terms of this Protective Order without the court's approval. If the parties agree to a potential modification, they shall submit a stipulation and proposed order for the court's consideration.

7. Pursuant to Local Rule 141.1(f), the court will not retain jurisdiction over enforcement of the terms of this Protective Order after the action is terminated.

8. Any provision in the parties' stipulation that is in conflict with anything in this order is hereby DISAPPROVED.

DATED: February 9, 2021

/s/ DEBORAH BARNES
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, [print or type full name], of [print or type
4 full address], declare under penalty of perjury that I have read in its entirety and understand the
5 Stipulated Protective Order that was issued by the United States District Court for the Eastern District
6 of California on [date] in the case of *Sarah Frazier v. Ulta Salon, Cosmetics & Fragrance, Inc., et al.*
7 I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I
8 understand and acknowledge that failure to so comply could expose me to sanctions and punishment
9 in the nature of contempt. I solemnly promise that I will not disclose in any manner any information
10 or item that is subject to this Stipulated Protective Order to any person or entity except in strict
11 compliance with the provisions of this Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Eastern District
13 of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
14 enforcement proceedings occur after termination of this action.

15 I hereby appoint _____ [print or type full name] of
16 _____ [print or type full address and telephone number] as
17 my California agent for service of process in connection with this action or any proceedings related to
18 enforcement of this Stipulated Protective Order.

Date: _____

21 City and State where sworn and signed: _____

23 Printed name: _____

25 Signature: _____